

Call for tender

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“Expert assistance to the transport and environment reporting mechanism - activities 2000-2001”

Open Procedure

1. Awarding authority

The European Environment Agency

Kongens Nytorv 6

DK-1050 Copenhagen, Denmark

Tel: (+45) 33 36 71 00

Fax: (+45) 33 36 71 99

2. Award procedure: Open call for tender No EEA/IAR/001/2000

3. Description of project

In June 1998, the joint Transport and Environment Council invited the European Commission and the European Environment Agency to set up a transport and environment reporting mechanism (TERM) for the E.U. One of the aims is to develop an annual indicator-based report through which the environmental performance of the transport sector and the progress made towards integration of transport and environment policies can be monitored. The indicator report will be complemented by technical studies and focus reports on specific policy issues.

The EEA has recently submitted the “zero-version” of the transport and environment indicator-based report (“TERM-0”) to the Helsinki Summit and to the Transport and Environment Councils. TERM-0 is a first “try-out” of a set of 31 indicators. It is drafted on the basis of currently available data and information which still show many gaps. The report will be published at the beginning of 2000, and will subsequently be widely disseminated.

Also in 1999, the EEA has undertaken an in-depth feasibility study, reviewing data availability in the 15 EU Member States (focusing mostly on those indicators which the EEA/ETCs have the initial responsibility for developing further), existing transport and environment indicator reporting systems that are of relevance to TERM, and existing international and national targets on transport and environment. This helps in the development of a multiyear action plan which should lead to the gradual improvement of the TERM reporting process. The action plan aims at a gradual improvement in indicator definition, data availability and assessment / reporting techniques.

In 2000, the EEA will launch those actions which are of highest priority, and which should result in improved data, information and assessment techniques to be integrated in the next (and improved) version of the transport and environment indicator report (TERM-1). In view of the enlargement process, work has also to be started for the extension of TERM to the Accession Countries.

Transport and environment expertise is therefore being sought to support these activities for the period 2000 to 2001. The following tasks are envisaged:

1. Contributing to the preparation of the next transport and environment indicator-based report (TERM-1): this will involve support to data collection and analyses, improvement of the indicator scope and definition, improvements of assessment methods, carrying out of the assessment, reporting, linking with other (national and international) indicator reporting systems, organisation and follow-up of the report reviewing process, and the organisation of expert and country meetings. The report will cover the current 18 Agency member countries, and should also integrate the finding of Task 2 (i.e. assessment of the Accession countries, in as far as existing data allow this). TERM-1 has to be finalised by March 2001.
2. Support to the extension of the TERM-1 to the Accession Countries. This will involve support to organising expert meetings, investigating data availability, establishing regular data transfers, linking with countries and relevant international organisations, providing expertise for the analysis of the indicators, facilitating the institutional links between transport and environment ministries, and reporting.

These tasks are to be developed in close co-operation with EEA project managers, the European Topic Centres (including the Phare Topic Links) and Eurostat.

The consultants will be expected to offer their services and products showing a budget breakdown for each of the above tasks, and stating daily rates according to the expertise offered and level of experience. The offer should express the tenderer's views and insights on the tasks mentioned and their experience in the aspects mentioned in point 10 below. Depending on the expertise offered by the tenderers, the EEA will decide whether to allocate contracts separately for each task or to combine both tasks into one contract. This will allow the EEA to award contracts to several tenderers based on their specific expertise in those areas during the period of validity of the tender. Contracts will run over a period of 18 months. The contracts can be extended or renewed according to the rules of the EEA.

4. Duration of the contract

18 months from the date of signing the contract.

5. Request for tender documents

- a) The technical specifications and their annexes can be obtained from the European Environment Agency in four ways: (i) by download from the EEA's home page at <http://org.eea.eu.int/tenders/>; (ii) by emailing a request to leena.mikkonen@eea.eu.int; (iii) by sending a fax request (+45 33 36 71 28); or

(iv) by sending a request by letter to addressed for the attention of Ms Ann Dom by letter (Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark).

- b) Deadline for request of specifications: 29.1.2000
- c) The documents will be dispatched free of charge.

6. Submission of tenders

Postal address: the European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark, for the attention of Ms Ann Dom and marked “Reply to call for tender No EEA/IAR/001/2000”.

- a) Languages in which they must be drawn up: 1 of 13 official languages of the European Environment Agency (the 11 official European Community languages plus Norwegian or Icelandic).
- b) Deadline for submission: 12.2.2000

7. Persons authorised to be present at the opening of tenders

Officials from the Agency and financial controller.

8. Prices and payment terms

- a) Prices must be quoted in EUROS and be fixed amounts; estimated travel and subsistence expenses must be indicated separately.
- b) Terms of payment figure in the tender specifications and are those which are in force at the European Environment Agency for Service contracts.

9. Selection criteria

Tenderers must provide evidence of their identity, financial and economic standing and professional and technical qualifications by means of the following documents:

- an identification sheet (name or business name, legal status, contact person etc.)
- proven track record in the origination, development and realisation of similar activities in the area of transport and environment and at the international (EU and CEEC level)
- a list of comparable services performed over recent years
- where applicable, references of the inscription on the VAT-register
- where applicable, references of the inscription on the trade register

- evidence of tenderer's financial standing shall be furnished by (extracts from) financial statements for the past 3 years
- detailed curriculum vitae of the candidate or, where applicable, of the personnel involved in the tender when it concerns a legal person
- information on the candidate's working languages and those in which the candidate is able to submit reports.

Tenders will lapse: 12 months after the final date for receipt of tenders.

10. Award criteria

The contract will be awarded to the tenderer whose offer is the most advantageous in the working area or areas of interest, taking into account the following criteria:

- good knowledge of data and information sources, policies and RTD in the transport and environment sector at the European level (EU and Accession countries) and covering all transport modes);
- experience in assessing of and reporting (for policy support purposes) on the environmental impacts from a transport sector point of view;
- experience in the evaluation of the effectiveness of related (transport, environment and other) policy measures (European level);
- proven track record in timely delivery of high-quality work in similar areas and at European level;
- competitiveness - financial considerations and guarantees offered;
- competence of working team;
- the support it gives to other Agency projects.

11. The contract is covered by the GATT Agreement.

12. Date of dispatch of the notice: 22.12.1999

13. Date of receipt by the Office for Official Publications of the European Communities: 22.12.1999

Technical specifications

“Expert assistance for the transport and environment reporting mechanism - activities 2000-2001”

Background

Integration of environmental concerns into all policy areas has been rising up the political agenda recently with the Cardiff summit of the European Council (June 1998) inviting *“all relevant formations of the Council to establish their own strategies for giving effect to environmental integration and sustainable development within their respective policy areas. They should monitor progress taking account of the Commission’s suggested guidelines and identifying indicators. The Transport, Energy and Agriculture Councils are invited to start this process.”*

Increasing attention is therefore given to producing information which permits the assessment of the effectiveness of the progress with the integration of environmental considerations into sectorial policies.

At the same time, the joint Transport and Environment Council invited the European Commission and the European Environment Agency to set up a transport and environment reporting mechanism (TERM) for the E.U. One of the aims is to develop an annual indicator-based report through which the environmental performance of the transport sector and the progress made towards integration of transport and environment policies can be monitored. The indicator report will be complemented by technical studies and focus reports on specific policy issues.

TERM is developed in close co-operation with the Commission (DG Environment, Transport and Eurostat). The EEA is the lead responsible for the assessment (analysis and evaluation of historical trends, links between indicators) and reporting part of TERM.

The EEA has recently submitted the “zero-version” of the transport and environment indicator-based report (“TERM-0”) to the Helsinki Summit and to the Transport and Environment Councils (see annex 5 - executive summary, annex 6 - main report, final draft). TERM-0 is a first “try-out” of a set of 31 indicators. It is drafted on the basis of currently available data and information which still show many gaps. Where EU data are not available or incomplete, country data and case studies have been used. It includes EU as well as country-level assessment. The report is conceived as an indicator-based report, including not only an evaluation of

indicator trends, but also a concise review of existing (transport and environment) policies and targets, which form the framework of the indicator evaluation. The report will be published at the beginning of 2000, and will subsequently be widely disseminated for review.

In parallel, Eurostat is publishing a Statistical Compendium on transport and environment, which contains most of the statistical data which underlie the indicator report (EU15).

Also in 1999, the EEA has undertaken an in-depth feasibility study, reviewing data availability in the 15 EU Member States (focusing mostly on those indicators which the EEA/ETCs have the initial responsibility for developing further), existing transport and environment indicator reporting systems that are of relevance to TERM, and existing international and national targets on transport and environment. This helps in the development of a multiyear action plan which should lead to the gradual improvement of the TERM reporting process. The action plan aims at a gradual improvement in indicator definition, data availability and assessment / reporting techniques.

Purpose and contents of the contract

In 2000, the EEA will launch those actions which are of highest priority, and which should result in improved data, information and assessment techniques to be integrated in the next (and improved) version of the transport and environment indicator report (TERM-1). Transport and environment expertise is therefore being sought to support these activities for the period 2000 to 2001. In addition, in view of the enlargement process, support is also sought for the extension of TERM to the Accession Countries.

Activities

The consultants will specifically have to provide support to the Agency and certain deliver products in the following work areas:

1) Support to the preparation of the next transport and environment indicator report (TERM-1):

The report will cover the current 18 Agency member countries, and should also integrate the outcomes of Task 2 (dealing with the Accession countries). The report has to be finalised by March 2001. The consultant will have to provide support to and deliver reports related to:

- a) the improvement of the TERM indicator definition: the current set of 31 indicators covers both the transport and environment performance and the more specific transport and economic sector-level indicators (dealing with the integration of environment in the sector). Some of the indicator definitions need to be improved to better match policy needs. A limited number of indicators might have to be added (e.g. waste production).

- b) the update of the policy and targets framework review, in light of the integration strategies that are currently being developed by the Commission and by the Member States;
- c) the improvement of assessment and reporting methods, specifically for assessing the individual indicators and their interlinkages, for the evaluation of progress towards certain objectives and targets, for country benchmarking, and for the evaluation of effectiveness of policy measures;
- d) the database development, including data updates and collection, quality checks, harmonisation and aggregation, the setting up of action to improve data (in co-operation with Eurostat and with the ETCs). This should mainly focus on environmental and land cover data for which EEA/ETC have the responsibility. For the transport and socio-economic data (where the main responsibility lies with Eurostat), support has to be provided to the organisation of data flows between EEA and Eurostat;
- e) the indicator assessment: i.e. analysis of trends, status and links between indicators, including the geographic identification and analysis of sector-related environmental hot spots;
- f) the drafting of the TERM-1 indicator-based report, including amongst others drafting of chapters and executive summary, supporting final language editing process, diagram and table design and preparations for publication;
- g) the integration of the Accession countries in TERM-1, using the texts prepared under Task 2;
- h) the TERM-1 review process: one formal review period on a TERM-1 draft is foreseen, during which the draft report will be sent out for comments to the Commission services, the Agency's national focal points and Phare topic links, transport and environment ministries and other interest groups; their comments should be processed and integrated. This extended review period will be in the order of 1 month duration. A less extended review will be organised for the final draft report;
- i) the dissemination and evaluation of TERM-1, including amongst others the integration of results in the EEA Web site on transport and environment, contribution to press communications, survey on the usefulness of the report;
- j) the linking with other (national and international) transport and environment indicator reporting systems, such as those that are currently being developed by some Member States, and relevant ongoing work by amongst others UNECE, OECD, WHO and ECMT;
- k) the organisation of and participation in expert meetings: one major meeting is foreseen with the countries and one (smaller) meeting with the other international organisations. In addition, a limited number of small scale expert meetings have to be foreseen. This will require preparatory work (e.g. preparation of background material) and follow up work (meeting proceedings). Travel costs of the participants and costs of the meeting itself (meeting room, catering) will be carried by the EEA.

2) Support to the extension of TERM indicator based report to the 10 Accession Countries

This will involve the carrying out of:

- a) a review of relevant existing policy context and targets in the Accession countries (relating to transport and environment integration), building amongst others on work and reports by the countries and work developed under the Phare multi country project on transport and environment, CEI/OECD work on environmentally sustainable transport in the CEEC, ECMT studies etc.
- b) a review of relevant existing transport and environment indicator reporting systems either in the countries or in other international organisations

In addition, support has to be provided to:

- c) the evaluation of the TERM indicator set with respect to the policy framework, which should lead to recommendations for improvement of the set in the light of the specific policy framework of the Accession Countries;
- d) the review of data availability in international organisations and in the countries. This should include fact sheets and recommendations for multi-year actions to be undertaken to improve data collections systems;
- e) the establishment of regular data transfers between external databases and the EEA warehouse;
- f) the data analyses and indicator assessment, as far as this is feasible on the basis of existing data: i.e. analysis of trends, status and links between indicators, evaluation of progress towards integration objectives;
- g) the integration of the findings into the TERM-1 report (see Task 1 g))
- h) the review process of TERM-1: one formal review period on a draft TERM-1 report is foreseen (see Task 1-h); comments related to the Accession countries should be processed and integrated;
- i) the organisation of and participation in expert meetings: one major meeting (Agency premises) is to be foreseen with the Accession countries (involving transport and environment ministries). In addition, a limited number of smaller scale expert meetings have to be foreseen. This will require preparatory work e.g. preparation of background material) and follow up work (meeting proceedings);
- j) facilitating the institutional links between transport and environment ministries in the Accession countries;
- k) linking with countries and relevant international organisations.

All tasks are to be developed in close co-operation with EEA project managers, the European Topic Centres (including the Phare Topic Links) and Eurostat. A high degree of working flexibility will also be required (including regular meetings with the Agency). A number of trips to the Commission and other organisations should also be foreseen.

Organisation and location of work

Inputs to the report will be provided by the EEA staff and the European Topic Centres (ETCs). The countries will be given the opportunity to comment on a draft and a final draft versions.

The editor at the EEA, who co-ordinates the whole process, has the final responsibility for delivering a concise and coherent report by the 31st of March 2001.

The main part of work can be executed from the Consultant's offices, with very regular contacts with the relevant EEA Project Manager for Transport and Environment. Limited periods of work within EEA have to be foreseen.

Time schedule

The work should start within three weeks of signing the contract and be executed in discussion with the respective EEA Project Manager over a period of 18 months.

The formal review period on the draft report is expected to take place around end September, and will run during one month period. After the summit of the Swedish Presidency (June 2001)- where TERM-1 should feed in - additional work can be expected up to the end of 2001 to integrate comments and to support the dissemination of the report.

A final draft is expected by begin February 2001, and TERM-1 should be finalised by 31 March 2001.

For each task, several trips to the EEA to other European cities will have to be foreseen (to be agreed during project progress).

Reports and documents to be submitted

The consultant should submit the following reports:

Task 1 related reports:

- an indicator based report with an assessment of the developments in transport/environment, covering all Agency member states, and integrating the results of Task 2 (for Accession countries):
 - a draft report has to be delivered by end September 1999, and will be submitted to an external review period;
 - a final draft report by begin February 2001;
 - a final report by end March 2001.
- background papers for and minutes of certain expert meetings and workshops.

Task 2 related reports:

- A technical report, to be delivered by September 1999, with a
 - review of existing indicator reporting systems in the countries and in other international organisations;
 - indicator fact sheets dealing with the policy framework and objectives, data availability and gaps, the indicator assessment, and recommendations for long term actions to be undertaken to improve data availability.
- The relevant chapters as input to various TERM-1 drafts, and according to TERM-1 time schedule (see deliverables for Task 1).

- Background papers for and minutes of certain expert meetings and workshops.

The reporting language is English. The word processor used in this project is Word, data are exchanged as Excel spreadsheets. All materials are to be delivered on the EEA's computer system.

Payment

- 30 % within 60 days of signing of the contract;
- 40 % within 60 days of acceptance of draft report;
- the balance within 60 days of acceptance.

In drawing up the bid, the tenderer should bear in mind the provisions of the standard contract attached to this invitation to tender (Annex I).

The tender must include

- all the information and documents required by the authorising department for the appraisal of tender on the basis of the award criteria set out at point 14:
- the price in accordance with point 12.

Prices

Prices must be quoted in Euro's using the conversion rates published in the C series of the Official Journal of the European Communities on the day when the notice of invitation to tender was published (if no notice was published, on the day when the invitation to tender was sent out);

- prices must be fixed amounts;
- estimated travel and subsistence expenses must be indicated separately.

The consultants is expected to offer their services showing a separate budget breakdown for both of the above two tasks and their activities, and stating daily rates according to the expertise offered and level of experience. Depending on the expertise offered by the tenderers, the EEA will decide whether to allocate contracts separately for each task or to combine both tasks into one contract. This will allow

the EEA to award contracts to several tenderers based on their specific expertise in those areas during the period of validity of the tender.

The estimates of travel costs should be based on Annex 4 of these specifications and include any travel required to meet representatives of the Agency. In any event it should include the maximum amount of travel and subsistence expenses payable for the services provided. Travel costs will not be taken into account when awarding the contract.

Consortia

Tenders from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

Contract awarding criteria

The contract will be awarded to the tenderer whose offer is the most advantageous in the working area or areas of interest, taking into account the following criteria:

- good knowledge of data and information sources, policies and RTD in the transport and environment sector at the European level (EU and Accession countries) and covering all transport modes);
- experience in assessing of and reporting (for policy support purposes) on the environmental impacts from a transport sector point of view;
- experience in the evaluation of the effectiveness of related (transport, environment and other) policy measures (European level);
- proven track record in timely delivery of high-quality work in similar areas and at European level;
- competitiveness - financial considerations and guarantees offered;
- competence of working team;
- the support it gives to other Agency projects.

ANNEXES

Annex 1: Standard service contract

Annex 2: Identification sheet

Annex 3: General terms and conditions applicable to contracts awarded by the EEA

Annex 4: Reimbursement of expenses

Annex 5: TERM-0 executive summary, final draft

Annex 6: TERM-0 main report, final draft

SERVICE CONTRACT

CONTRACT REF No. XXXX/BXXXX.EEA.XXXXX

The European Environment Agency, hereinafter called "the Agency", which, for the purposes of the signature of this contract is represented by Mr. Domingo JIMENEZ-BELTRAN, Executive Director of the Agency

on the one part

and

whose official address is:

VAT Nr :

represented by

hereinafter referred to as "the contractor"

of the other part

have agreed as follows :

Article 1 - Subject

In the framework of this contract, the contractor hereby undertakes, subject to the conditions laid down in this contract and the annexes thereto, which form an integral part thereof, to perform the following tasks :

-

The programme of work is set out in Annex I which, with the other annexes, forms an integral part of the contract.

Article 2 - Duration

This contract will take effect from the date of signature and will end months after the date of signature of the contract.

The task entrusted to the contractor shall be completed at the latest months after the date of signature of this contract.

Article 3 - Financial dispositions

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a maximum amount of € , **VAT xxcluded**.

It is agreed that the said amount shall cover all expenditure incurred by the contractor in the performance of this contract, including a maximum amount of € for travelling expenses.

Article 4 - Payment conditions

1. In derogation from article 10, paragraph 2 of the General Conditions applicable to contracts awarded by the European Environment Agency, this amount will be paid as follows:

FEES	€
€	payable within 60 days after presentation of an invoice, following the signature of the contract (30%) .
€	payable within 60 days after presentation of an invoice, and

€

acceptance by the Agency of the 1st Interim report **(40%)**.
payable within 60 days after presentation of an invoice, and
acceptance by the Agency of the Final report **(30%)**.

TRAVEL EXPENSES ¹	€ (MAXIMUM)
€	<p>payable within 60 days after presentation of one or several invoices with all supporting documents.</p> <ul style="list-style-type: none"> • Reimbursements will be made in accordance with Annex IV of this contract (Reimbursement of travelling expenses). • Invoices for travelling expenses must be issued at the latest within two months after the expenses were incurred.

2. Payments shall be made within 60 days of receipt of the invoice and shall be deemed to have been made on the date on which they are debited to the Agency's account. All payments will be done upon presentation of an invoice.

The Agency may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Agency or if the vouchers in support of the invoice are incomplete. Where payment is so deferred, the Agency shall not be liable to pay interest or indemnities of any kind.

All requests for payment and any complaints shall be sent to the following address :

The European Environment Agency
 To the attention of: The Budget and Finance Department
 Kongens Nytorv 6
 DK - 1050 Copenhagen

The Agency shall be bound to comply with payment periods only if requests for payment are presented at the above address.

3. The payments shall be made to account no.

¹ Only applicable if travel expenses have been incurred

in the name of

with

bank identification code (BIC code):

Article 5 - General conditions and applicable law

1. This contract shall be governed by the General terms and conditions applicable to contracts awarded by the European Environment Agency as laid down in Annex III to this contract, which the contractor hereby declares to have read and agreed to.
2. This contract shall be subject to Danish law.
3. The Agency and such persons whom are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, documents, papers, records and files kept by the Contractor relating to expenditure incurred in performing the contract during the contractual period and for a period of five years after such period.

Article 6 - Non-performance or delayed performance

1. Of any of the obligations arising from this contract, and regardless of the consequences provided for under the law applicable thereto, the beneficiary shall forthwith inform the Agency, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken.
2. If no agreement can be reached concerning the delayed performance or/and the non-performance by the beneficiary the Agency may automatically terminate the contract without recourse to any legal proceedings, where no action is taken by the beneficiary within one month of receiving formal notice by registered letter.
3. Furthermore, without prejudice to such termination, the Agency may require reimbursement of all or a part of the amounts paid, having regard to the nature and the scale of the work carried out, before the date of termination of the contract, as well as the interest incurred on overdue payments at the rate in force on the exchange market in the country of the beneficiary or failing that, in Denmark, for three month's deposits in euross, starting the day when the amounts to be reimbursed were received by the beneficiary. The amount due shall be notified to the contractor by registered mail and reimbursed to the Agency within two months of the notification, failing which the rate of interest on the amounts to be reimbursed shall be raised by 2 % points.

Article 7 - Jurisdiction

Any dispute between the Agency and the contractor or any claim by one party against the other under this contract which cannot be settled by the contracting parties out of court, shall be brought before the Copenhagen courts.

Article 8 - Administrative provisions

1. Any amendment to this contract, the annexes thereto or the general terms and conditions applicable to contracts awarded by the European Environment Agency shall be the subject to a supplementary written agreement on the same terms as the contract; a verbal agreement shall not be binding on the contracting parties.
2. The reference number indicated on the first page of this contract as well as the subject of the contract mentioned in article 1 must be mentioned in all relevant reports. For all letters and financial documents with reference to the performance of this contract, only the reference number is compulsory.
3. Any communication with reference to the performance of this contract shall be in written form and shall be sent to the following address :

For the Agency:

EUROPEAN ENVIRONMENT AGENCY

For administrative and financial matters to the attention of :

The Budget and the Finance Department

For technical aspects only, to the attention of :

Kongens Nytorv 6

DK - 1050 Copenhagen K

For the contractor, to the attention of :

Article 9 - Tax

1. The Agency shall, in respect of its financial interest in the contract, be exempt from duties, levies and taxes, including value added tax, pursuant to Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and to the Headquarters Agreement between the European Environment Agency and the Government of Denmark of 17 August 1995.
2. The contractor **is/is not** subject to VAT The VAT number of the contractor is XXX.
3. The VAT number of the European Environment Agency is: **DK 18 13 98 39**.

For the purposes of the application of Article 3 and 4 of the said Protocol, the Contractor shall comply with instructions of the Agency.

Article 10 - Annexes

1. The following are annexes to this contract:

Annex I	Technical annex
Annex II	Reports and documents
Annex III	General terms and conditions applicable to contracts awarded by the European Environment Agency.
Annex IV	Reimbursement of travelling expenses ²
Annex V	VAT exemption form

2. In case of conflict between dispositions of the annexes and those of the contract, dispositions of the contract will prevail.

² Only applicable if travel expenses have been incurred

Done at Copenhagen on
in three copies, in the English language.

For the contractor:

For the Agency:

D. JIMENEZ-BELTRAN
Executive Director

ANNEX II

INFORMATION REQUIRED FOR CONSULTING TASKS (per task)

Reference number: _____

Company name: _____

Address: _____

Telephone/fax: _____

Director: _____

Consultant(s): _____

VAT N°: _____

Bank details (address, _____

account no and BIC

code: _____

Stamp and signature: _____

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS AWARDED
BY THE EUROPEAN ENVIRONMENT AGENCY**

Article 1 - Performance of the contract

- (1) The contract shall be performed in such a way as to exclude the possibility of the Contractor or his staff supplying services under conditions identical to those governing the supply of services by a member of the European Environment Agency's staff. The Contractor and his staff may not be members of the European Environment Agency's staff.

Article 2 - Secondary obligations of the Contractors

- (1) The Contractor to the European Environment Agency undertakes to perform the tasks assigned to him according to the highest professional standards. In performance of the contract, the Contractor is required, depending on the circumstances, to use only his own highly qualified, professional staff.
- (2) The Contractor to the European Environment Agency undertakes to provide the Agency with any information it may request for the management of the contract. If the Contractor is a natural person, he shall be required to provide proof of his status either as a self-employed person or an employee for the duration of the contract. To this end, he shall provide the Agency with information about his occupation.
- (3) In the event of termination of the contract for one of the reasons referred to in Article 7 of these terms and conditions, the Contractor to the European Environment Agency shall undertake to send the Agency all information and documents in his possession on the tasks assigned to him.

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract or any matter arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.

- (2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the European Environment Agency.

Article 4 - Permits and licences

- (1) The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Contractor are to be performed.
- (2) The European Environment Agency may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract.

Article 5 - Spread of risk

- (1) The Contractor shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such task shall result in part payment. Provided it is specified in the contract, the above provisions shall not affect the Contractor's entitlement to reimbursement of travel and subsistence expenses and of costs for the shipment of equipment incurred in the performance of the contract.

Article 6 - Liability of the contracting parties

- (1) The European Environment Agency may not under any circumstances or for any reason whatsoever be held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The European Environment Agency shall not accept any claim for compensation or repairs in respect of such damage.
- (2) Except in case of force majeure, the Contractor shall be required to indemnify the European Environment Agency for any damage they may sustain during the performance, poor or otherwise, of the contract.

Article 7 - Termination of contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the European Environment Agency, the Contractor shall be entitled to payment for the part performance of the contract only.

- (2) In the event of a serious failure by the Contractor to the European Environment Agency, duly noted by the European Environment Agency, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the European Environment Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.

Article 8 - Termination of the contract and services to third parties

- (1) The Contractor to the European Environment Agency shall not, without the prior and explicit approval of the European Environment Agency, assign the rights and obligations arising out of the contract in whole or in part or sub-contract any part of the contract to third parties.
- (2) Even where the European Environment Agency authorises the Contractor to sub-contract part or all of the work to third parties, he shall nonetheless remain bound by his obligations to the European Environment Agency under the contract.
- (3) Save where the European Environment Agency expressly authorises an exception, the Contractor shall be required to include in any sub-contracts for all or part of the work such provisions as enable the European Environment Agency to enjoy the same rights and guarantees in relation to the sub-contractors as it enjoys in relation to the Contractor himself.

Article 9 - Ownership

- (1) Any result or patent obtained by the Contractor in the performance of the contract shall belong to the European Environment Agency which may use them as it sees fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the European Environment Agency except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph (2) above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired by the European Environment Agency which may transfer all or part of such rights to third parties on its own terms.
- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, in which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph (2), the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.

- (5) The European Environment Agency shall not be required to publish manuscripts or documents supplied in the performance of the contract. If it is decided not to publish the manuscripts or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the European Environment Agency.

Article 10 - Methods of payment

- (1) Payments shall be made in euro (€).
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 45 of the Financial Regulation applicable to the Budget of the European Environment Agency, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
- (3) In the event of termination of the contract under Article 7 of these General Terms & Conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the additional amount shall be repaid by the Contractor to the European Environment Agency within 60 days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the Contractor shall start to bear interest at the euro rate applied by the European Central Bank on the last day of the period allowed for repayment, as published in the C series of the Official Journal.
- (4) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents including receipts, used tickets and boarding pass.
- (5) Payments shall be made within 60 days of the due date.
- (6) The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Environment Agency, shall be required to name a bank within the territory of his country of domicile for the payment of the sums due to him under the contract.

Article 11 - Provisions relating to taxation

- (1) If the tax laws to which he is subject require the Contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the sums paid by the Environment Agency in return for services rendered.

- (2) The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract with the European Environment Agency.

(3) Tax laws:

For Belgium

Direct exemption for transactions of 5.000 Bfr or more. The invoices shall be marked "*Exemption from VAT, Article 42, Paragraph 3.3 of the Code, Circular No. 2/1978*".

For the Grand Duchy of Luxembourg

Services rendered in the Grand Duchy of Luxembourg for 10.000 Flux or more for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax. The invoices shall be marked "*Articles 8 and 9 of the Regulation of the Grand Duchy of 19 December 1969, Article 47 of the law of 5 August 1969 (Recueil de Législation A - No. 66 of 24 December 1969)*".

For the Netherlands

Services rendered in the Netherlands for official purposes of the European Environment Agency shall be zero rated (cf. *Resolution of 14 March 1969 No. 69/1649 - Wet op de Omzetbelasting 1968*).

For Italy

Services rendered in Italy for 100.000 Lires or more inclusive of tax for official purposes of the European Environment Agency shall benefit from direct exemption. The invoices shall be marked "*Decrees of the President of the Republic No. 687 of 23 December 1974 - Italian Official Journal No. 338 of 28 December 1974 - and No. 288 of 2 July 1975 - Italian Official Journal No. 183 of 11 July 1975*".

For France

Services as referred to in Article 259B of the "Code général des Impôts" rendered outside France for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax (note of the "*Ministère de l'Economie et des Finances of 29 July 1980, Official Bulletin - Direction Générale des Impôts, note No. 201 of 18 November 1980*").

For the other Member States

If the Contractor is required, under the fiscal laws to which he is subject, to pay VAT on the sums paid under this contract, the amount of the tax shall be included in the sum referred to in Article 4 of the contract.

The contractor shall, at the request of the European Environment Agency, make available to the latter all vouchers which it might require in order, where necessary, to apply for reimbursement by the fiscal authorities of levies and taxes which have been paid in execution of this contract, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

Article 12 - Amendments or additions to the contract

- (1) The provisions of the contract and the annexes thereto may be amended or supplemented only by means of an additional agreement signed by each of the parties or their authorised representatives.
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REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & 'per diem' expenses occasioned by a convocation of a Contractor to the European Environment Agency is paid in euro (EUR) at the rate of exchange in force against the euro (EUR) for the month in which the liquidation is effected (rate applied by the European Central Bank). All accounts must be in the currency in which they were paid.

a) Travel expenses

- by train: First class fare (used ticket with claim),
by air: Economy class where available (used ticket with claim),
by car: The equivalent of first class rail fare.

b) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

c) Daily allowance

The daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

NOTES:

Taxis are not chargeable.

For information only:

The current daily allowances are as follows (*)

Austria	:	EUR	89,42	Belgium	:	EUR	149,63
Denmark	:	EUR	179,28	Finland	:	EUR	158,97
France	:	EUR	130,29	Germany	:	EUR	127,10
Greece	:	EUR	113,19	Ireland	:	EUR	165,20
Italy	:	EUR	129,82	Luxembourg	:	EUR	143,48
Netherlands	:	EUR	147,69	Portugal	:	EUR	142,98
Spain	:	EUR	141,30	Sweden	:	EUR	158,97
United Kingdom:		EUR	199,21				

(*) Rates are decreased with 25% when the mission exceeds 4 weeks.